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INSTRUCTIONAL SUPPORT STAFF NEGOTIATING
UNIT 1 AGREEMENT

BETWEEN

THE BOARD OF EDUCATION
WESTFIELD CENTRAL SCHOOL DISTRICT
WESTFIELD, NEW YORK

AND

THE WESTFIELD INSTRUCTIONAL SUPPORT STAFF ASSOCIATION
WESTFIELD CENTRAL SCHOOL DISTRICT
WESTFIELD, NEW YORK

RECEIVED
NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

DEC 02 2009

FOR THE SCHOOL YEARS:

6/30 7/1
2009-2012

ADMINISTRATION

JUNE 2009



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PREAMBLE

This Agreement entered into as of this 1st day of July, 2008, and between the Board of Education (hereinafter called the "Board") of the Westfield Central School District (hereinafter called the "District") and the Westfield Instructional Support Staff (hereinafter called the "Association").

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement, it is hereby agreed as follows:

ARTICLE I

RECOGNITION

Section 1. On February 12, 1968, pursuant to (i) Section 204 of the Act and (ii) the Board's Procedures for Determination of Representation Status Pursuant to Section 206 of the Act, the Board granted recognition to the Association as the exclusive representative of all employees of the District in Instructional Support Staff Unit 1 (hereinafter called the "Unit 1") defined as follows:

Westfield Instructional Support Staff Unit 1: "all support staff personnel employed as office workers, custodial workers, groundsman, bus drivers, bus monitors, mechanics helper and building maintenance mechanic, cafeteria workers, cook and cook/assistant manager, except the district clerk, nurse, senior building maintenance mechanic, head bus driver, cook manager, casual employees, part-time employees and temporary employees regardless of whether any such employee is actually engaged in clerical, bus driving, custodial services or preparation and handling of food."

Pursuant to a Memorandum of Agreement dated January 7, 1998, the District hereby voluntarily recognizes and the Instructional Support Staff Association hereby voluntarily undertakes representation of all teacher aides and teaching assistants as part of and as represented by the Association.

Section 2. The recognition granted to the Association on February 12, 1968, is hereby extended for the maximum period permitted by law.

ARTICLE II

NEGOTIATION PROCEDURES

- A. It is contemplated that terms and conditions of employment provided in this Agreement shall remain in effect unless altered by mutual agreement in writing between the parties. The parties accordingly agree to cooperate in arranging meetings at mutually convenient times and places, selecting representatives for discussion, furnishing reasonably necessary information and otherwise constructively considering proposals offered by either side in the negotiations process.
- B. Both parties shall informally agree upon a date for the exchange of proposals for negotiations for a successor agreement, with said date being before the expiration of the current contract. If such an agreement is not concluded by March 2, at any time thereafter, either party may resort to PERB Impasse Procedures.
- C. Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party and each party may select its representatives from within or outside the District. While no final agreement shall be executed without ratification by the Association and the Board, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals and reach compromises in the course of negotiations.
- D. Copies of this Agreement shall be reproduced at the expense of the Board and a copy shall be made available to each person now employed or hereafter employed in the Unit within two (2) weeks after the execution of this Agreement or the employee's date of hire, whichever occurs later.

ARTICLE IIIINSTRUCTIONAL SUPPORT STAFF WAGE SCALESBUS DRIVERSBus Drivers Hourly Rates

Step/Year	2009-2010	2010-2011	2011-2012
A. Hire Rate	\$ 12.77	\$ 13.32	\$ 13.92
B. Permanent Appointment Rate – after successful completion of probation	\$ 15.00	\$ 15.55	\$ 16.15
C. Regular Rate - After two (2) years of service	\$ 19.72	\$ 20.27	\$ 20.87

- A. Work Year - Regularly appointed bus drivers are entitled to a one hundred eighty-five (185) day work year, plus paid holidays listed in Article VII B.
- C. Drivers will be given the option of either twenty-six (26) pay periods or twenty-one (21) pay periods beginning with the first pay period in September of each year, and ending either with the final pay period in June of the next calendar year or at the end of the school year if twenty-one (21) pay periods.
- A form which the employee is to complete as to whether he/she wants twenty-one (21) or twenty-six (26) pays will be included with the first paycheck in June.
- D. Special Trips - Drivers shall be paid their current hourly rate, with a minimum of two (2) hours per trip. Assignments in which driver is required to return bus to the garage between deliver and return of students will be considered two (2) trips. Special trips as used in this paragraph shall include, but not be limited to, field trips, and extra-curricular events.
- E. Assignments of bus drivers to bus runs are made by the Head Bus Driver with approval of the Business Manager-District Clerk. Seniority will be considered as a factor in determining the assignments.
- F. Kindergarten round-up will be treated as a second trip for payroll circumstances.

G. Bus Monitor Hourly Rates

Step/Year	2009-2010	2010-2011	2011-2012
A. Hire Rate	\$ 8.09	\$ 8.64	\$ 9.24
B. Permanent Appointment Rate – after successful completion of probation	\$ 9.05	\$ 9.60	\$ 10.20
C. Regular Rate - After two (2) years of service	\$ 11.24	\$ 11.79	\$ 12.39

BUS MECHANICS HELPER

A. Bus Mechanics Helper Hourly Rates

Step/Year	2009-2010	2010-2011	2011-2012
A. Hire Rate	\$ 9.98	\$ 10.53	\$ 11.13
B. Permanent Appointment Rate – after successful completion of probation	\$ 13.39	\$ 13.94	\$ 14.54
C. Regular Rate - After two (2) years of service	\$ 19.03	\$ 19.58	\$ 20.18

CLEANERS AND CUSTODIANS

A. Custodians Hourly Rates

Step/Year	2009-2010	2010-2011	2011-2012
A. Hire Rate	\$ 9.31	\$ 9.86	\$ 10.46
B. Permanent Appointment Rate – after successful completion of probation	\$ 12.69	\$ 13.24	\$ 13.84
C. Regular Rate - After two (2) years of service	\$ 17.31	\$ 17.86	\$ 18.46

B. Cleaners Hourly Rates

Step/Year	2009-2010	2010-2011	2011-2012
A. Hire Rate	\$ 8.63	\$ 9.18	\$ 9.78
B. Permanent Appointment Rate – after successful completion of probation	\$ 11.00	\$ 11.55	\$ 12.15
C. Regular Rate - After two (2) years of service	\$ 14.58	\$ 15.13	\$ 15.73

C. Groundsman Hourly Rates

Step/Year	2009-2010	2010-2011	2011-2012
A. Hire Rate	\$ 9.98	\$ 10.53	\$ 11.13
B. Permanent Appointment Rate – after successful completion of probation	\$ 14.05	\$ 14.60	\$ 15.20
C. Regular Rate - After two (2) years of service	\$ 21.04	\$ 21.59	\$ 22.19

D. Building Maintenance Mechanic Hourly Rates

Step/Year	2009-2010	2010-2011	2011-2012
A. Hire Rate	\$ 9.98	\$ 10.53	\$ 11.13
B. Permanent Appointment Rate – after successful completion of probation	\$ 13.39	\$ 13.94	\$ 14.54
C. Regular Rate - After two (2) years of service	\$ 18.07	\$ 18.62	\$ 19.22

All cleaners, custodians, groundsman, bus mechanics helper and building maintenance mechanics will be entitled to six (6) new sets of uniforms with staff to have input. Final

decision as to cost and specific uniform, as well as the need for replacement, is for the Administration. If an employee is not to be retained during or at the end of his/her probationary period, he/she shall return all uniforms to the District and said uniforms are to remain as the property of the District.

CAFETERIA STAFF

A. Full-time (six (6) or more hours daily) Hourly Rates

Step/Year	2009-2010	2010-2011	2011-2012
A. Hire Rate	\$ 8.63	\$ 9.18	\$ 9.78
B. Permanent Appointment Rate – after successful completion of probation	\$ 11.66	\$ 12.21	\$ 12.81
C. Regular Rate - After two (2) years of service	\$ 13.83	\$ 14.38	\$ 14.98

B. Cook/Assistant Manager Hourly Rates

Step/Year	2009-2010	2010-2011	2011-2012
A. Hire Rate	\$ 10.66	\$ 11.21	\$ 11.81
B. Permanent Appointment Rate – after successful completion of probation	\$ 12.02	\$ 12.57	\$ 13.17
C. Regular Rate - After two (2) years of service	\$ 15.03	\$ 15.58	\$ 16.18

C. Cook/Assistant Manager and Food Service Helpers working six (6) or more hours daily are paid on a one hundred eighty-five (185) day work year, plus paid holidays listed in Article VII A. with the exception of Independence Day.

D. Cafeteria Staff will be given the option of either twenty-six (26) pay periods beginning with the first pay period in September of each year and ending with the final pay period in June of the next calendar year, or twenty-one (21) pay periods, beginning with the first pay period in September of each year and ending with the final pay period in June of the next calendar year.

A form which the employee is to complete as to whether he/she wants twenty-one (21) or twenty-six (26) pays will be included with the first paycheck in June.

- E. Cafeteria Staff substituting in an upgraded position for a minimum of fifteen (15) days shall receive pay for the upgraded position after fifteen (15) days, retroactive to the first day worked. For purposes of this paragraph, the term "upgraded position" shall refer to a person of the cafeteria staff serving in the title of "Cook/Assistant Manager".
- F. The District agrees to provide uniforms for cafeteria staff, with input on style, fabric and color. The uniforms will include cloth aprons.

TEACHER AIDES AND TEACHING ASSISTANTS

A. Teacher Aides Hourly Rates

Step/Year	2009-2010	2010-2011	2011-2012
A. Hire Rate	\$ 9.05	\$ 9.60	\$ 10.20
B. Permanent Appointment Rate – after successful completion of probation	\$ 9.70	\$ 10.25	\$ 10.85
C. Regular Rate - After two (2) years of service	\$ 12.43	\$ 12.98	\$ 13.58

B. Teaching Assistants Hourly Rates

Step/Year	2009-2010	2010-2011	2011-2012
A. Hire Rate	\$ 9.70	\$ 10.25	\$ 10.85
B. Permanent Appointment Rate – after successful completion of probation	\$ 11.36	\$ 11.91	\$ 12.51
C. Regular Rate - After two (2) years of service	\$ 15.21	\$ 15.76	\$ 16.36

- C. Work Year - Regularly appointed teacher aides and teaching assistants are entitled to a one hundred eighty-five (185) day work year, plus paid holidays listed in Article VII B.

A form which the employee is to complete as to whether he/she wants twenty-one (21) or twenty-six (26) pays will be included with the first paycheck in June.

OFFICE STAFF

- A. Guidance Secretary/6-12 Secretary/IMC Clerical Assistant/ PPS Secretary Hourly Rates

Step/Year	2009-2010	2010-2011	2011-2012
A. Hire Rate	\$ 10.66	\$ 11.21	\$ 11.81
B. Permanent Appointment Rate – after successful completion of probation	\$ 13.03	\$ 13.58	\$ 14.18
C. Regular Rate - After two (2) years of service	\$ 18.03	\$ 18.58	\$ 19.18

- B. K-5 Clerk Hourly Rates

Step/Year	2009-2010	2010-2011	2011-2012
A. Hire Rate	\$ 9.98	\$ 10.53	\$ 11.13
B. Permanent Appointment Rate – after successful completion of probation	\$ 11.68	\$ 12.23	\$ 12.83
C. Regular Rate - After two (2) years of service	\$ 15.42	\$ 15.97	\$ 16.57

C. Superintendent's Secretary Hourly Rates

Step/Year	2009-2010	2010-2011	2011-2012
A. Hire Rate	\$ 12.02	\$ 12.57	\$ 13.17
B. Permanent Appointment Rate – after successful completion of probation	\$ 14.75	\$ 15.30	\$ 15.90
C. Regular Rate - After two (2) years of service	\$ 21.15	\$ 21.70	\$ 22.30

D. Senior Account Clerk Hourly Rates

Step/Year	2009-2010	2010-2011	2011-2012
A. Hire Rate	\$ 11.35	\$ 11.90	\$ 12.50
B. Permanent Appointment Rate – after successful completion of probation	\$ 14.39	\$ 14.94	\$ 15.54
C. Regular Rate - After two (2) years of service	\$ 20.08	\$ 20.63	\$ 21.23

E. Accounting Technician Hourly Rates

Step/Year	2009-2010	2010-2011	2011-2012
A. Hire Rate	\$ 10.66	\$ 11.21	\$ 11.81
B. Permanent Appointment Rate – after successful completion of probation	\$ 13.03	\$ 13.58	\$ 14.18
C. Regular Rate - After two (2) years of service	\$ 18.03	\$ 18.58	\$ 19.18

F. Office Assistant Hourly Rates

Step/Year	2009-2010	2010-2011	2011-2012
A. Hire Rate	\$ 8.09	\$ 8.64	\$ 9.24
B. Permanent Appointment Rate – after successful completion of probation	\$ 9.31	\$ 9.86	\$ 10.46
C. Regular Rate - After two (2) years of service	\$ 12.06	\$ 12.61	\$ 13.21

ARTICLE III APROCEDURE FOR SALARY ADJUSTMENTS UPON PROMOTION

When an employee in the unit receives a probationary appointment to another position covered by this Agreement, and will be making less in the new position than they were making in their former position, the employee's rate of pay will be determined by taking one-half the difference between the employee's old rate of pay based on their step placement and the rate of pay for the corresponding step of the new title and adding the difference to the employee's former rate of pay for the period that they are on probation. Once they pass probation, their pay will be adjusted to the regular rate of pay of their new position.

- Example:
- A. Rate of pay in previous position
 - B. Plus $\frac{1}{2}$ the difference between the new regular rate of pay and the old regular rate of pay equals
 - C. The new rate of pay while the employee is on probation.

ARTICLE IVCOMPENSATORY TIME - OVERTIME

- A. In situations where employees are required to work beyond their full-time work week of thirty (30) to forty (40) hours and such work is authorized in writing by the employee's immediate supervisor, said employee must request either payment for said hours or compensatory time for said hours at the appropriate overtime rate.

- B. For hours in excess of thirty (30) but less than forty (40) said hours of compensatory time shall be at the employee's regular hourly rate of pay, if paid in cash or on a one-for-one basis if granted as compensatory time.
- C. For hours in excess of forty (40) said hours shall either be paid in cash at time and one-half or compensatory time shall be granted at time and one-half (1 1/2 hours compensatory time for each hour worked).
- D. Employees may only accumulate up to twenty-four (24) hours of compensatory time. Once an employee accumulates twenty-four (24) hours of compensatory time to his credit for use as compensatory time, he cannot accumulate additional compensatory time and must be paid for any hours worked in excess of the normal work week in cash.
- E. Employees with compensatory time standing to their credit shall make every effort to use said time within thirty (30) calendar days of its accumulation.
- F. All compensatory time will be either used or if not used as compensatory time, paid in cash by August 1st of the following school year. Any hours not used as compensatory time shall be paid out in cash. Under no circumstances shall employees carry accumulated compensatory time past August 1st of the following school year.
- G. The District is willing to pay the Support Staff at their normal hourly rates for meetings or work requested by the District that is beyond their normal work hours.
- H. The District is willing to pay the Support Staff at their regular hourly rate for work related court matters they legally are required to attend. The District is willing to pay a thirty dollar (\$30.00) per day stipend for work related court matters the Support Staff is legally required to attend outside of normal work hours.

ARTICLE V

LONGEVITY

The Board of Education shall award annually, on the employee's anniversary date of hire, longevity increments. They will be a one-time reward for achieving longevity at each level. Part-time and substitute work will not count toward longevity.

Each person who meets the above criteria shall be eligible for the following increments based on years of service:

5 years	\$200
10 years	\$250
15 years	\$300
20 years	\$400
25 years	\$500
30 years	\$600
35 years	\$700

The longevity bonus will be issued to qualifying employees as a separate check.

ARTICLE VI

DEFINITION OF FULL AND PART-TIME EMPLOYEES

Full-time employees are hereby defined as those employees working six (6) hours or more per day and/or thirty (30) or more hours per week. Part-time employees are those working less than six (6) hours per day and/or thirty (30) hours per week. Bus drivers are defined as full-time employees.

ARTICLE VII

LEGAL HOLIDAYS

A. Legal holidays for full-time instructional support staff, except bus drivers, bus monitors, teaching assistants, and teacher aides are adopted as follows:

- New Year's Day
- Martin Luther King Day
- Presidents' Day
- Good Friday
- Memorial Day
- Independence Day (Not Cafeteria Staff Holiday)
- Labor Day
- Columbus Day
- Veterans' Day
- Thanksgiving Day (Thursday)
- Day after Thanksgiving (Friday)
- Christmas Eve
- Christmas Day
- Day after Christmas (Custodial Staff only)

- B. Legal holidays for full-time instructional support staff bus drivers, bus monitors, teaching assistants, and teacher aides are adopted as follows:

Martin Luther King Day
Memorial Day
Columbus Day
Thanksgiving Day (Thursday)
Christmas Day

- C. When school is in session on any of the above holidays, a mutually acceptable alternate day will be agreed upon between the Unit and the Administration.
- D. Full-time regular employees who have worked all regular working days during the week in which the holiday occurs, who have worked the day before and the day after the holiday, will be paid at the rate of regular time for the adopted holidays for the hours normally worked. If, in the judgement of the Supervisor and approved by the Superintendent of Schools, it is necessary to work on a legal holiday, those employees who work will be paid at the additional rate of regular time, for hours worked.

ARTICLE VIII

PROBATIONARY PERIOD

- A. The Board agrees to operate in accordance with Civil Service Law which provides for a probationary term of not less than eight (8) nor more than fifty-two (52) weeks.
- B. Permanent appointment may be granted to those employees who have been found competent, efficient and satisfactory, upon the recommendation of the Superintendent of Schools and with the approval of the Board of Education, at the conclusion of the probationary term following approval of the employee by the Chautauqua County Civil Service Department.

ARTICLE IXINSURANCEA. Hospital and Major Medical Insurance

1. The District will pay eighty-eight percent (88%) of employee health insurance for family coverage, ninety-two percent (92%) for single coverage and one hundred percent (100%) when both husband and wife are employed by the District for the school year 2009-2010 for full-time employees. In the case of District employed spouses, they shall have the option of one family plan or two single plans.
2. The District will pay eighty-five percent (85%) of employee health insurance for family coverage, ninety percent (90%) for single coverage and one hundred percent (100%) when both husband and wife are employed by the District for the school years 2010-2012 for full-time employees. In the case of District employed spouses, they shall have the option of one family plan or two single plans.
3. Should a full-time employee choose not to enroll in the District's medical insurance plan because of an alternative source of coverage elsewhere, he or she will receive two thousand dollars (\$2,000) in lieu of District coverage. The District will contribute two thousand dollars (\$2,000) per year to a 105h plan. This in lieu of payment will be paid with the last payroll of the school year, and will be prorated based on the number of months the employee worked during the physical year.
4. All eligible new employees hired after 7/1/08 may only enroll in the POS offering for the first three years of employment with the District. After the first two years, any employee may enroll in the PPO or Traditional plans.
5. Those employees enrolled in the Traditional plan shall be subject to increased deductibles of \$200 individual/\$400 family in school year 2011-2012.

B. Vision Plan

The District will offer ninety percent (90%) payment of a vision plan from a carrier of the District's selection for those full-time employees that elect to participate in this plan.

C. Prescription Card

The District will provide, as part of the health insurance package, the seven dollars/fifteen dollars/thirty-five dollars (\$7/\$15/\$35) co-pay prescription card in the

Chautauqua County Schools insurance package presently offered to employees of the District.

D. Insurance

The District shall provide a fifteen thousand dollar (\$15,000) Group Life Insurance and in addition shall make available thirty-five thousand dollars (\$35,000) in additional Group Life Insurance to be purchased by the employee through the Section 125 plan.

E. Medical Insurance Fund

The District will provide up to a maximum of two hundred dollars (\$200) per fiscal year for each full-time employee for any medical, dental, optical, or prescription or related expense incurred as provided for in the Cash Option Flexible Spending Account Plan.

F. Dental Insurance

Full-time employees will have the option of purchasing single or family dental insurance, from a carrier of the District's selection, at the actual premium cost.

G. Disability/Cancer Insurance

If an employee wishes to purchase a Disability/Cancer insurance program/policy, the employee may do so at his/her own expense.

ARTICLE X

SICK LEAVE AND SICK LEAVE BANK

SICK LEAVE:

- A. The Board agrees to provide personal sick leave accumulated to two hundred twenty (220) days at the rate of one (1) day per each working month of the year.
- B. The Board may require a doctor's certificate for sick days taken at any time after three (3) days of absence for personal illness.
- C. Sick leave may be taken for personal illness or illness in the immediate family. Immediate family is defined, for purposes of this article, as employee's mother, father, spouse and children.

SICK LEAVE BANK:

- A. **Eligibility** - All employees who are eligible to accumulate paid sick leave as provided elsewhere in this Agreement.
- B. **Contributions** - Each eligible employee shall have deducted from their own sick leave accumulation two (2) days to be contributed to the sick leave bank. This deduction will occur each July 1 until the maximum is reached. New employees shall become eligible one (1) year from their date of hire and shall have two (2) days deducted from their accumulated sick leave during the first pay period following one (1) year of employment.

The bank shall not exceed the maximum of one hundred twenty (120) days. When the bank falls below the sixty (60) day level, the bank will require contributions from all members not to exceed one (1) day from each employee's accumulated sick leave. The maximum can exceed one hundred twenty (120) days as a result of the needed one (1) day contribution noted above or in the instance of a new employee's contribution.

- C. **Withdrawals** - Withdrawals from the bank shall be limited to employees who have exhausted all leave accruals and have been absent due to a long term illness for at least thirty (30) consecutive days. Withdrawals can only be used for the employee's extended illness and not any other member of the employee's family.

In no event may an employee withdraw more than thirty (30) days from the bank for any one (1) illness in any one (1) fiscal year.

- D. **Requests** - A written request to the bank must be accompanied by a physician's statement specifying the anticipated duration of the illness. The bank committee consisting of two (2) representatives from the Association and two (2) representatives from the District shall review the request and shall have the ability to deny or recommend approval. The committee can require additional supporting detail, including another physician's examination, at the employee's expense, before taking action on the request. The committee's action upon the request shall be forwarded to the Superintendent for final review. The Superintendent's decision to deny or approve shall be final and non-reviewable.

The committee shall have the right and authority to terminate an approved bank leave, at anytime, for any reason and this decision shall be final and non-reviewable.

- E. Time on Leave - Time spent on bank leave shall not entitle an employee to any accrued leave for the period of time spent on bank leave.
- F. The committee shall be required to annually provide the Association members with a full accounting of beginning balance, days granted in the prior year, and the balance available as of July 1st of the new school year.
- G. Service Credit Toward Retirement: As an option, the retiree may elect to have the District pay an amount necessary for optional coverage, Section 41J, NYSERS, whereby sick leave days may be applied as additional service credit upon retirement.

ARTICLE XI

PERSONAL LEAVE

- A. The District agrees to grant up to four (4) days of personal leave annually upon written request to the immediate supervisor and subject to the approval of the Superintendent of Schools. Written request for personal leave is to be made to the immediate supervisor with as much advance notice as possible.
 - 1) Personal leave days as defined in this paragraph shall be used only for the transaction of family, legal, or financial business which normally cannot be transacted outside the normal work day, or which arise as a result of emergency conditions beyond the individual employee's control. All requests for personal days immediately before or after a holiday or vacation or recess period or on an in-service day, may be granted at the discretion of the Superintendent.
 - 2) It is understood that all personal days will be deducted from employee's sick days. Employees receiving ten (10) sick days per year in the 1997-98 school year will receive twelve (12) days per year for ten (10) month employees, beginning with the 1998-99 school year. Employees receiving twelve (12) sick days per year in 1997-98 will receive fourteen (14) days per year, for twelve (12) month employees beginning in 1998-99.
- B. One (1) additional day off will be offered to any unit member who has perfect attendance in the prior school year. Perfect attendance shall be defined as no absences for personal sick leave, family illness, no leave without pay or FMLA leave. This additional perfect attendance incentive day shall require administrative approval.

ARTICLE XIIVACATIONS

- A. The Board agrees to paid vacations for the following full-time employees for the Office and Clerical Staff, Custodial Workers, Groundsman, Mechanics Helper and Building Maintenance Mechanic as follows:
- 1) During the first and last year of employment, days are prorated on the basis of five-tenths (.5) days per month worked to a maximum of five (5) days per year. For purposes of this proration if an employee starts work on or before the fifteenth (15th) of the month, that month shall constitute a month worked for purposes of prorating the accrual of vacation.
 - 2) One (1) week after completion of the first full year worked.
 - 3) Two (2) weeks after completion of the second full year worked to the seventh full year worked inclusive.
 - 4) Three (3) weeks after completion of the eighth full year worked.
 - 5) Four (4) weeks after completion of the twelfth full year worked. This fourth week cannot be taken during July or August.
- B. Vacation schedules must be requested by the employee from his/her immediate supervisor. The immediate supervisor will make a recommendation for approval or disapproval to the Superintendent of Schools for final approval or disapproval.
- C. With written verification by the employee's supervisor, full-time support staff may carry-over up to a maximum of five (5) vacation days from one fiscal year to the next.
- D. Clerical Staff and Building/Grounds Staff, presently required to work on "snow" days, will be compensated with one extra vacation day for each snow day worked.

The extra vacation day(s) must be used within the same school calendar year and dates subject to the staff member's supervisor's approval.

ARTICLE XIII

BEREAVEMENT DAYS

All employees of this bargaining unit shall be allowed a bereavement leave with a maximum of three (3) working days for each instance of death in the immediate family and/or immediate family of the spouse.

- A. Immediate family or immediate family of the spouse shall be defined as: husband, wife, child, sister, brother, father, mother, or person in loco parentis, grandparent, grandchild, spouse's parents, also any other member of the family living in the same household.
- B. For death of others, one (1) working day may be granted upon the request to the Superintendent of Schools.
- C. An additional two (2) days bereavement leave shall be allowed for the death of a spouse, child, parent, or parent-in-law not to be charged to sick leave.

ARTICLE XIV

JURY DUTY

The Board of Education will grant leave to those employees who have been duly selected and required to perform jury service. The days granted will not be deducted from accumulated sick leave, personal leave or from salary. The employee will receive regular salary/wages during the period of jury service.

Written request for such leave is to be made to the Superintendent of Schools with as much advance notice as is possible.

ARTICLE XV

EMPLOYEE RETIREMENT PLAN AND DEATH BENEFIT

The Board of Education will provide the retirement plan detailed in Section 75e, the sick leave benefit plan detailed in 41(j), and the death benefit plan detailed in Section 60b of the Laws relating to the New York State Employees' Retirement System.

ARTICLE XVIMISCELLANEOUS PROVISIONS

- A. This Agreement constitutes the full and complete commitment between the parties. It may not be altered, changed, added to, deleted from or modified, except by mutual written agreement of both parties to this Agreement, which agreement must be documented in writing and signed by both parties.
- B. This Agreement supersedes any rules, regulations or practices of the Board or the Association which are contrary to or inconsistent with its terms.
- C. Any individual arrangement, agreement or contract between the District and an individual shall be subject to and consistent with the terms and conditions of this Agreement. The Association and the District can agree to vary the terms and conditions of this Agreement, however, any deviation from the terms and conditions of this Agreement must be mutually agreed to by both parties in writing and said agreement should be documented by a signed Memorandum of Agreement to be effective to change any terms and conditions of this Agreement.
- D. If any provisions of this Agreement or any application of the Agreement to any instructional support staff member or group of instructional support staff members shall be found contrary to law, then such provision of application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- E. IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.
- F. Each provision of this Agreement goes into effect when the term of this Agreement begins and goes out of effect when the term of this Agreement ends unless the provision in question expressly states a different beginning or ending date in which case such different beginning or ending date shall apply. There is no obligation to continue any provision of this Agreement or any term or condition of employment beyond the term of this Agreement unless the parties expressly agree in writing to continue any such provision or term or condition of employment.
- G. All terms and conditions of employment not covered by this Agreement shall continue to be subject to the District's discretion and control. These terms and

conditions shall not be the subject of negotiations until the commencement of the negotiations for a successor to this Agreement.

- H. At the beginning of each school year the Support Staff may submit a list of employees who are willing to chaperone at school events, receiving the same rate as the teaching staff. It is further understood that this list will be utilized to select chaperones from the Support Staff after the W.T.A. list is exhausted.
- I. The Support Staff employees responsible for Substitute Calling will receive an additional ten dollars (\$10.00) and the compensation is to increase the same percentage as hourly rates per year per day for one hundred eighty-five (185) days.
- J. Each member of the bargaining unit shall be paid, upon ratification of this agreement by both parties, a one-time employee retention bonus in the amount of \$250.00 net.

ARTICLE XVII

EVALUATIONS

- A. The parties agree that evaluations are for the purpose of providing constructive feedback to employees about their performance so that the parties can provide the optimum service to the District.
- B. An "evaluation" shall be defined as the formal process of examining an employee's performance. An evaluation will be reduced to writing and discussed with the employee. The employee shall have the opportunity to include, in their personnel file, a written response in response to any evaluation. An employee shall have an evaluation conference, at which time an employee shall sign and date the evaluation. The employee's signature indicates only that the employee has reviewed the evaluation but not necessarily agrees with the evaluation. If the employee refuses to sign the evaluation, before placing it in the employee's personnel file, the supervisor shall make a notation that the evaluation has been discussed with the employee, and that the employee refused to sign same.
- C. Among the factors to be considered in the evaluative process are attendance and job performance.
- D. There shall be no limit to the number of evaluations done for probationary employees. All other employees shall be evaluated at least once per year and may be evaluated up to two (2) times per year. Any employee may request an evaluation in writing if he or she has not been evaluated in one (1) year.

- E. Every effort will be made by support staff supervisors to complete first annual evaluations by March 31st. If second evaluations are necessary, they will be completed by June 1st.

ARTICLE XVIII

DURATION OF AGREEMENT

Except where otherwise stated to the contrary with respect to particular provisions herein, this Agreement shall take effect on July 1, 2009, and shall continue in effect through midnight, June 30, 2012, subject to a reopening as follows:

In the event either party wishes to amend this Agreement, notice shall be given to the other party by July 15 during the life of this Agreement. Negotiations concerning such proposed amendments shall proceed in accordance with the provision of Article II of this Agreement.

ASSOCIATION

By Valerio F. DeSimino
Representative, Negotiation
Committee

BOARD

By Maria Edwards
Board President

By Mark D. Duell
Superintendent of Schools